THE HON'BLE SRI JUSTICE V. ESWARAIAH

W.P.No. 17201 of 2005

Dated:17-04-2007

Between:-

Sri Saibaba Saw Mill and Timber Depot,
Khanapuram Haveli, IDA,Khammam
Rep., by its Proprietor Syed Bikkan.

..Petitioner

And

A.P. State Agro Industrial Development Corporation Ltd.,
(A Government of Undertaking) Regd., Office: 504,
Hormitage Office Complex, Hill Fort Road, Hyderabad
Rep., by its Managing Director and another.

..Respondents.

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:O R D E R:

The petitioner questions the action of the first respondent in granting leasehold rights in favour of the second respondent in respect of land and sheds situated in an extent of Ac. 3.45 cents at Industrial Development Area, Khammam without following due procedure of calling for tenders as illegal and arbitrary.

The first respondent entered into a revised agreement of lease dated 01-07-2005 in favour of M/s. Bharathi Industries, Khammam agreeing to pay monthly rent of Rs.20,000-00 (i.e., Rs.13,640-00 towards rent for three sheds which were let out during the month of March, 2005 and a further sum of Rs.6,360-00 per month towards

rentals for the one acre open land) and with a security deposit of Rs.60,000-00.

It is stated that the petitioner filed a letter dated 19-05-2005 expressing its intention to purchase land ad-measuring Ac.2-00 for a sum of Rs.40,00,000-00. Admittedly, the said request was rejected by the first respondent vide their letter dated 24-05-2005. However, its request to lease out the open land of Ac.1-00 will be considered for a period of three years at the first instance to be extended on mutual terms for a further period of three years. But the petitioner could not pursue thereafter and the said proposal has not been materialized. The respondents accepted the proposal of the M/s. Bharathi Industries, Khammam on 01-07-2005 and accordingly entered into an agreement of lease on a monthly rent of Rs.20,000-00 i.e., Rs.13,640-00 towards the rent for three sheds; and Rs.6,360-00 for open land of Ac.1-00. The petitioner did not question the said agreement of lease dated 01-07-2005 and lessee therein was not made as party to the writ petition. The second respondent is no way concerned with the lease granted by the first respondent. In view of the aforesaid circumstances, the petitioner is not entitled to any relief.

The writ petition is accordingly dismissed. No costs.

V. ESWARAIAH, J

Dated: 17-04-2007.
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